



City of NORFOLK

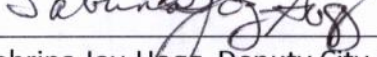
C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

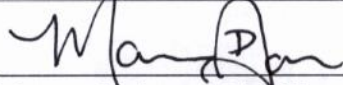
May 10, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Ordinance to approve a Right
of Entry Agreement with New Hope
Church of God in Christ

Reviewed: 
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/7

Approved: 
Marcus D. Jones, City Manager

Item Number: **R-21**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** New Hope Church of God in Christ
616, 618, and 620 W. 35th Street
Norfolk, VA

III. **Description:**
This agenda item is an ordinance to approve a Right-of-Entry Agreement (the "Agreement") between the City of Norfolk (the "city") and New Hope Church of God in Christ ("New Hope") for the use of property located at 616, 618 and 620 W. 35th Street (the "Property").

IV. **Analysis**
This Agreement will permit New Hope to enter and use the Property from May 26, 2016 through May 29, 2016 for the purpose of preparing for and hosting its annual event known as "Crusade Against Drugs and Violence" (the "Event"). The Event is open to the public. Food and care packages are provided to attendees and will be available for those in need. The services conducted by New Hope will provide opportunities for the local community to obtain information about drug and violence awareness and prevention. The City will have access to the property at all times.

V. **Financial Impact**

Liability insurance for New Hope
Church of God in Christ

The City has been named as an additional insured in the amount of \$1,000,000 per occurrence; therefore, there should be no financial risk to the City.

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

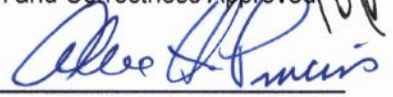
IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

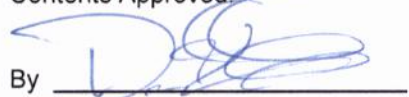
Supporting Material from the City Attorney's Office:

- Ordinance
- Right of Entry Agreement
- Map View of Area

Form and Correctness Approved: 

By 
Office of the City Attorney

Contents Approved: 

By 
DEPT. General Services

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A RIGHT OF ENTRY PERMITTING THE NEW HOPE CHURCH OF GOD IN CHRIST TO GO UPON AND USE THAT CERTAIN CITY OWNED PROPERTY NUMBERED AND DESIGNATED AS 616, 618, AND 620 W. 35TH STREET.

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BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Right of Entry between the City of Norfolk ("City") and New Hope Church of God in Christ ("New Hope") that permits New Hope to go upon and use for certain purposes that certain property owned by the City and numbered and designated as 616, 618, and 620 W. 35th Street, a copy of which Right of Entry is attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Right of Entry on behalf of the City and to do all things necessary and proper in furtherance thereof.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Right of Entry as he may deem appropriate, consistent with the Council's intent as expressed herein.

Section 4:- That this ordinance shall be in effect from and after the date of its adoption.

EXHIBIT A TO ORDINANCE

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and **NEW HOPE CHURCH OF GOD IN CHRIST** ("New Hope"), Grantee.

WITNESSETH:

The City does hereby grant to New Hope permission to enter upon and use certain City-owned parcels of property numbered and designated as 616, 618, and 620 W. 35th Street ("Property") from May 26, 2016 through May 29, 2016 for the purpose of preparing for and hosting New Hope's annual event known as "Crusade Against Drugs and Violence" ("Event"), which Event includes the placement of a tent on the Property for such purpose.

This Agreement shall be subject to the following terms and conditions:

1. The Event term and schedule authorized by this Agreement shall be as follows:

May 26, 2016	9:00AM – 5:00PM	Set up and preparation
May 27, 2016	8:00AM – 7:30PM 7:30PM – 9:00PM 9:00PM – 11:00PM	Set up and preparation Event Clean up
May 28, 2016	9:00AM – 11:00AM 11:00AM – 9:00PM 9:00PM – 10:00PM	Set up and preparation Event Clean up
May 29, 2016	8:30AM – 9:30AM 9:30AM – 9:00PM 9:00PM – 10:00PM	Set up and preparation Event Clean up

2. The Right of Entry for the Event is subject to the City's right of revocation, at any time, and in its sole discretion.

3. The City shall have access to the Property at all times.

4. Prior to entering upon the Property, New Hope shall obtain all necessary permits and authorizations required for their intended use of the Property.

5. New Hope expressly agrees to indemnify, defend, and hold the City harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with New Hope's use of the Property.

6. New Hope, at its own cost and expense, shall take out and keep in full force and effect, liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring itself and naming the City as an additional party insured in the amount of at least \$1,000,000.00 against liability for the death or injury to any person or persons, and in the amount of \$100,000.00 for destruction of property from any and all claims, actions, and suits that may be asserted or brought against New Hope, or its successors, assigns, or against the City.

7. Upon the expiration of this Right of Entry, New Hope shall restore the property to its original condition, as it existed prior to entry, and shall repair any damage that results from New Hope's use of the Property.

8. This Agreement and the Right of Entry may not be assigned by New Hope Church to another entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

NEW HOPE CHURCH OF GOD IN CHRIST

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of _____,
Commonwealth of Virginia, do hereby certify that _____,
_____ (Title) of New Hope Church of God in Christ, whose name is signed in the
foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State
aforesaid.

Given under my hand this ____ day of _____. 2016.

Notary Public
Registration No.: _____

CITY OF NORFOLK

By: _____ (SEAL)
City Manager

ATTEST:

City Clerk

**COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public of the City of Norfolk, Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

Notary Public

Registration No.: _____

APPROVED AS TO CONTENT:

Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

Assistant City Attorney

